

# **Knoxville Utilities Board**

## **Broadband Service Copyright Infringement Policy**

### **Notice and Procedure for Making Copyright Infringement Claims**

Copyright infringement occurs when a copyrighted work is reproduced, distributed, performed, publicly displayed, or made into a derivative work without the permission of the copyright owner. If you believe that any material on the Knoxville Utilities Board (“KUB”, “Company”) website(s) has infringed your copyrighted material or that we are the hosting service provider and should be notified of a potential copyright infringement, please follow the procedure set forth below to make your claim. This procedure should only be used for making claims of copyright infringement. This information does not take the place of advice from your legal counsel. We provide this information to you and your Users for informational purposes only.

### **Rejection/Removal**

KUB reserves the right to reject or remove any material residing on or transmitted to or through the Services that the Company, in its sole discretion, believes to be unacceptable or in violation of the law, the Company AUP, and/or the Terms and Conditions of the service provided. The Company may immediately remove content if we believe such content is unlawful, violates the AUP and/or Terms and Conditions, or such removal is done pursuant to the Digital Millennium Copyright Act (or “DMCA”). Upon the Company’s request, Users shall terminate service to any third-party user or agent who, in our sole discretion, has violated the AUP, Terms and Conditions, or applicable law or regulations.

### **Reporting Other Suspected Violations of Use**

To report other violations of use please contact the DMCA Agent using the information below. To report a child exploitation incident involving the Internet contact law enforcement immediately.

### **Notification of Copyright Claim**

If you believe that a Web page is hosted by KUB and is violating your rights under U.S. copyright law, you may file a complaint of such claimed infringement with the KUB designated agent as described below:

**Contact**

Michelle Wilson

**Mail**

KUB  
Attn: Copyright Claims  
445 S. Gay Street  
Knoxville, TN 37902

-Or-

KUB  
Attn: Copyright Claims  
P.O. Box 59017  
Knoxville, TN 37950-9017

**E-mail**

[copyright@kub.org](mailto:copyright@kub.org)

In compliance with Section 512(c)(3) of the U.S. Copyright Act DMCA Complaints must be in writing and contain the following information

1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Company to locate the material;
4. Information reasonably sufficient to permit Company to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Be aware that anyone who makes false claims or misrepresentations concerning copyright infringement may be liable for damages under the DMCA.

**KUB Response to Infringement Claims**

Upon receipt of a compliant infringement notification we will respond within ten (10) business days confirming the receipt of the notification. Within an additional ten (10) business days we shall notify the alleged infringing party of receipt of the notification and will render a cease and desist letter inclusive of the counter-notification options described below.

**Counter-Notification in Response to Claim of Copyright Infringement**

In compliance with Section 512(g)(3) of the U.S. Copyright Act if a notice of copyright infringement has been wrongly filed against you and you would like to submit a counter-notice,

please forward your counter-notice to the Barry designated agent at the address noted above. This process will invoke a dispute between you and the complaining party. Your counter-notification must be in writing and contain the following information:

1. A physical or electronic signature of an authorized person;
2. Identification of the material that was removed or access to which was disabled and the location at which material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the federal district court for the federal district in which you are located and that you will accept service of process from the complainant

You should be aware that substantial penalties under U.S. law apply for a false counter-notice filed in response to a notice of copyright infringement.

## **System and Network Security**

Users are prohibited from violating or attempting to violate the security of KUB, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, flooding, mail bombing or crashing, (d) forging any packet header or any part of the header information in any E-mail or newsgroup posting, or (e) taking any action in order to obtain services to which such User is not entitled. Violations of system or network security may result in civil or criminal liability. We may investigate occurrences that may involve such violations, and we may involve and cooperate with law enforcement authorities in prosecuting Users who are alleged to be involved in such violations.

## **Suspension or Termination**

Any User which the Company determines, in its sole discretion, to have violated any element of this Acceptable Use Policy shall receive a written warning, and may be subject at our discretion to a temporary suspension of service pending such User's agreement in writing to refrain from any further violations; provided that Company may immediately suspend or terminate such User's service without issuing such a warning if Company, in its sole discretion deems such action necessary. If we determine that a User has committed a second violation of any element of this Acceptable Use Policy, such User shall be subject to immediate suspension or termination of service without further notice, and we may take such further action as we determine to be appropriate under the circumstances to eliminate or preclude such violation. KUB shall not be liable for any damages of any nature suffered by any customer, User, or any third party resulting in whole or in part from Company's exercise of its rights under this Policy.

## **Service Monitoring**

Company has no obligation to monitor the services, but may do so and disclose information regarding the use of the services for any reason if we, in our sole discretion, believe that it is reasonable to do so, including to satisfy laws, regulations, or other governmental or legal requirements or requests; to operate the services properly, or to protect itself and its subscribers.

## **Privacy**

Any User interacting with our site and providing Company with name, address, telephone number, E-mail address, domain name or URL or any other personally identifiable information permits Company to use such information for commercial purposes of its own, including contacting Users about products and services which may be of interest. All information concerning our users shall be kept in accordance with the Company then-applicable Privacy Policy and the requirements of applicable law. Company reserves the right to modify this Acceptable Use Policy at any time in its sole and absolute discretion. Changes and modifications will be effective when posted and any use of the Services after the posting of any changes will be considered acceptance of those changes.

## **No Waiver/Severability**

Any failure of KUB to enforce this Policy shall not be construed as a waiver of any right to do so at any time. If any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law, and any remaining portions will remain in full force and effect.

**KUB reserves the right to modify this *DMCA Copyright Infringement Policy* at any time. We will notify you of any material changes via written, electronic, or other means permitted by law, including by posting it on our website. If you find the changes unacceptable, you have the right to cancel the Services. If you continue to use the Services after receiving notice of such changes, we will consider that as your acceptance of the changes.**

**Effective July 1, 2022**